AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOA; City of Gunnison; Childcare Nurse Consultant

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This is a Childcare program with the City of Gunnison.

Fiscal Impact:

Submitted by: Joni Reynolds **Submitter's Email Address:** jreynolds@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/24/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 5/24/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/24/2019 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/24/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/28/2019

Revised April 2015

MEMORANDUM OF AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO
AND
THE CITY OF GUNNISON

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this_____day of May, 2019 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and the CITY OF GUNNISON, a Colorado home rule municipality, whose address is 201 West Virginia Avenue, Gunnison, CO 81230 ("City").

A. RECITALS

Gunnison County, through its Department of Health and Human Services, desires to provide a childcare nurse consultant for the childcare program within the City's summer adventure camp program; and

The City desires to engage Gunnison County to provide a childcare nurse consultant, through its Department of Health and Human Services, according to this Agreement.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

The term of this Agreement shall commence on June 1, 2019 and shall terminate on December 31, 2019 ("Term"), unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Gunnison County shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and provide monthly one-hour childcare nurse consultant services as more specifically set forth in Appendix "A" attached hereto and incorporated herein by reference ("Services").

3. STRATEGIC RESULT.

By approval of this Agreement,Gunnison County, through its Department of Health and Human Services, shall be working towards promoting optimal community and family health, safety and wellbeing.

4. COMPENSATION.

Cityshall pay Gunnison County Fifty and No/100 U.S. Dollars ($50.00) for each monthly visit to carry out the Scope of Services attached hereto as Appendix “A”.

Gunnison County shall submit a monthly invoice to the City.Payments for compensation shall be made by the City to Gunnison County within 30 days of receipt of an invoice.

5. GOVERNMENT IMMUNITY.

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. COUNTY agrees that it shall be solely responsible for liabilities arising from the acts or omissions of COUNTY officers and employees in connection with the provision of services under this Agreement.

6. INSURANCE.

COUNTY is a public entity within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. COUNTY shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meets its liabilities under the Colorado Governmental Immunity Act and for occurrences for which protection under the Colorado Governmental Immunity Act does not apply. Within thirty (30) days of the execution of this Agreement, COUNTY will provide insurance certificates to CITY, listing CITY as an additional insured, for the coverage’s required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to CITY.

(a) Worker’s Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by COUNTY during the term of this Agreement.

(b) Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Eighty-Seven Thousand Dollars and No Cents ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand Dollars and No Cents ($1,093,000.00).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand Dollars and No Cents ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million Ninety-Three Thousand Dollars and No Cents ($1,093,000.00) for any injury to two or more persons in any single occurrence.

7. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or

rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
With an additional copy to:	Joni Reynolds Gunnison County Health & Human Service Director 220 N. Spruce Gunnison, CO 81230
City:	City of Gunnison Summer Adventure Camp 200 E. Spencer Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

8. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

9. MISCELLANEOUS.

a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be, construed to be a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10.GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison County, Colorado.

11. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

12. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____

ATTEST:

_____
Deputy County Clerk

CITY OF GUNNISON

By: _____

Attest:

_____

Erica Boucher, City Clerk

APPENDIX “A”

SCOPE OF SERVICES

Services shall include the following:

- Direct observation of learning environments indoors and outdoors
- Observation of practices carried out by personnel (example: diapering, feeding, sanitizing, supervision)
- Provide staff trainings including Medication Administration and Standard Precautions
- Assist with problem solving and issue resolutions as they occur regarding health issues
- Review of health and safety written policies
- Review of parent consent forms pertaining to health and safety of children
- Review of daily medication record forms
- Review of health and safety regulatory records
- Assessment of safety hazards indoors and outdoors
- Review and assessment of child and personnel immunization certificates
- Review and assessment of child health exam forms and parent statements
- Review and assessment of employee, substitutes, and volunteers health exam or personal health statement forms
- Delegation of medication administration as per regulations
- Other assessment (specify)
- Phone consultation as needed. Medical concerns regarding a specific child should be directed to child’s parents or health care provider.
- Document each visit in writing.

As required, the nurse consultant is a mandatory reporter and will notify licensing and/or child protective services if she/he observes a situation of suspected child endangerment, abuse, or neglect. The childcare director will also be notified if such a report is made.